ADMIRALTY—COLLISIONS—DEFENSE OF COMPULSORY PILOTAGE.—The steamers Gothland and Alexander Shukoff collided in the Thames on Dec. 4, 1916. Both vessels were in charge of compulsory pilots. It appeared that the Gothland was at fault, but her owners put in the defense of compulsory pilotage. Evidence was offered to show that the captain and crew of the Gothland had not rendered the pilot the proper assistance by keeping a sharp lookout and giving the pilot warning of the proximity of the Shukoff. *Held,* that the defence of compulsory pilotage was not available, since the master and crew of the vessel had not rendered proper assistance to the pilot, and this neglect contributed to the collision. *The Alexander Shukoff v. The Gothland* [1921, H. L.] A. C. 216.

Most seaports require the taking of a licensed pilot on entering and leaving port. N. Y. Laws 1882, ch. 410, sec. 2119; The Pilotage Act, 1913, sec. 11. If the only penalty for failure to take a pilot is the payment of the fee, the pilotage is not considered compulsory. *Homer Ramsdell Trans. Co. v Cie. Gén. Transatlantique* (1901) 182 U. S. 406, 21 Sup. Ct. 831; *The Dallington* [1903, Adm.] P. 77. When in charge of a vessel the pilot exercises most of the functions of the master of the vessel. Abbott, *Merchant Ships and Seamen* (14th ed. 1901) 301; Hughes, *Admiralty* (2d ed. 1920) 36. A pilot is not an insurer of the safety of the vessel, but is under a duty to the owners to exercise the reasonable skill and diligence of an expert and may be held liable for any damages the owner may have to pay. *Guy v. Donald* (1907, C. C. A. 4th) 157 Fed. 527, 14 L. R. A. (N. S.) 1114, note. Pilot associations have been held liable for the negligence of a pilot furnished by them. *The Thielbek* (1917, C. C. A. 9th) 241 Fed. 209; but see Marsden, *Collisions at Sea* (7th ed. 1919) 108 (English rule). According to the rule long followed in England it was a good defense to an action for damages for a collision that the vessel was in the charge of a compulsory pilot, the theory being that no man should be held liable for the acts of a servant whom he has no choice in employing. *The Maria* (1839, Adm.) 1 W. Rob. 95; *The Halley* (1867, P. C.) L. R. 2 A. C. 193, 201. This exemption from liability has been recognized by statute in England. 52 Geo. III., c. 39, sec. 30 (1812); Merchant Shipping Act, 1894, sec. 633. When a pilot takes charge of a vessel the master is not relieved from all liability. He must see that the pilot's orders are obeyed and that a good lookout is kept. Abbott, *op. cit.,* 302. And if the master and the crew are to blame for any act or omission that contributes to the accident the owners are liable. *The Velasquez* (1867, P. C.) L. R. 1 A. C. 494; *The Tactician* [1907, Adm.] p. 244. The master is placed in the peculiar position that he must not offer too much assistance or interfere under penalty of forfeiting the defense. Abbott, *op. cit.,* 303, 304. The defense of compulsory pilotage has not been allowed in the United States. *The China* (1868, U. S.) 7 Wall. 53; *Indra-Line v. Palmetto Phosphate Co.* (1916, C. C. A. 4th) 239 Fed. 94; cf. *Homer-Ramsdell Transportation Co. v. Cie. Gén. Transatlantique, supra.* The theory of the American cases is that the vessel herself is liable to a lien according to the maritime law and that the doctrines of common-law agency do not apply. The English rule has been recently changed by statute. The Pilotage Act, 1913, sec. 15. The statute did not apply in the instant case as it did not take effect until January 1, 1918. The rule adopted by the statute, which corresponds to the American rule, would seem to work out the most uniform and satisfactory results.

BILLS AND NOTES—INDORSEMENT BY MISTAKEN HOLDER OF THE SAME NAME.—S. & Co. drew a check payable to H. E. Richards, intending to mail the same to its client by that name in Oklahoma. By mistake the check was sent to a former client of the same name in Texas, who cashed it at a Texas bank, which, in turn, discounted it with the defendant bank. The defendant bank collected payment from the drawee bank. The plaintiff drawer now sues as assignee of the